



PARKS, PROPERTY & STREETS COMMITTEE MEETING AGENDA

MONDAY, AUGUST 4, 2025, AT 1:00 PM

Sister Bay Liberty Grove Fire Station – 2258 Mill Road, Large Meeting Room

To access the meeting electronically, click: <https://zoom.us/j/4439901723?pwd=yAVpi40M1OlqgNufcVUE8XWCUSkKaH.1&omn=97063638580>

Meeting ID: 443 990 1723 Passcode: 304078 To connect by phone: 1-301-715-8592 - Meeting ID 443 990 1723#

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AGENDA

1. Call to Order & Roll Call

1	Committee Chair, Trustee – Louise Howson	2	Trustee - Denise Bhirdo
3	Trustee - Nate Bell	4	Citizen Member - Jerry Ahrens
5	Citizen Member - Mike Laszkiewicz		Village Administrator – Julie Schmelzer
	Department Director – Erik Linczmaier		Administrative Assistant – Sarah Bertges

2. Approve Agenda

3. Approve Minutes: July 7, 2025, Regular Meeting

4. Comments, Correspondence, and Concerns from the Public

5. Presentation:

- a) Frontier Communications; Mike Nelsen, VP External Affairs & Todd Kruse, Government and Grant Affairs; Sister Bay Area Fiber Project

6. Discussion/Action Items

- a) Operating Agreement; Friends of the Ice Rink; TKH Ice Rink
- b) Operating Agreement; SBAA; Annual Agreement
- c) Top of the Thumb Snowmobile Map
- d) Northern Grill & Pub; No Parking Request; Ron Mac Donald
- e) Current Administration Building and Impact on Current Road Construction Project
- f) Knowles-Nelson Stewardship Encumbrance Resolution Options; Department of Natural Resources; Luke Roffler, Grant Manager; Knowles-Nelson Stewardship Program
- g) New Administrative Building Siting
- h) Discuss Fireworks Ordinance
- i) Review Binocular Order
- j) Review Historic Signage Proposal
- k) Robo Mower Estimates

7. Staff Report(s)

8. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee

9. Next Meeting: Regular Meeting September 8, 2025, at 1:00 PM

- Schedule Walking Tour – Pebble Beach
- Schedule Draft CORP Review

10. Adjourn

Public Notice – PARKS, PROPERTY & STREETS COMMITTEE MEETINGS ONLY

For questions regarding the above agenda items or to review the related files contact Julie Schmelzer, Village Administrator at julie.schmelzer@sisterbaywi.gov. To submit letters in support or opposition of an agenda item, email sarah.bertges@sisterbaywi.gov by 4:00 p.m. the day before the meeting. Letters received after the meeting packet has been mailed will NOT be sent to committee members but will be SUMMARIZED at the meeting. It is possible that members of or quorum of other governmental bodies may attend the meeting to gather information; no action will be taken by any governmental body other than the body specifically referred to above. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid or accommodation at no cost to the individual. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administration Office at 854-4118 or by writing to the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administration Building during operating hours (8 a.m. – 4 p.m. Mondays through Thursdays, and 8 a.m. – 12:00 p.m. Fridays).

The Village of Sister Bay is an Equal Opportunity Provider & Employer

POSTED DATE/SIGNATURE _____

Parks, Property & Streets Committee Meeting Minutes

Monday, July 7, 2025

(Approval Pending)

1. Call to Order & Roll Call

The meeting was called to order at 1:09 PM by Louise Howson, Chair. A roll call was conducted, with the following members present: Louise Howson, Denise Bhirdo, Nate Bell, Jerry Ahrens, and Mike Laszkiewicz.

Staff present: Julie Schmelzer, Village Administrator; Erik Linczmaier, Parks Director; Sarah Bertges, Administrative Assistant; and joining the meeting at approximately 4:00 was Megan Barnes, Utilities Director.

Public Attendance: Approximately 12 people were in attendance with Robert Geitner, Dane Spitzer, and Nicolos Romos being the only members to sign the attendance sheet. Participating virtually was Myles Dannhausen.

2. Approve Agenda

Howson asked for approval of the agenda or any edits. Bhirdo suggested moving item 5g after 5i. Howson questioned the reason for this change. Bhirdo explained that if the village can't identify any other new parking lot location to rectify the issues with the Knowles-Nelson grant encumbrance, and have to use the park's maintenance site, then the administrative building cannot be built there, which could interfere with the crop contract on the Logerquist property.

Louise Howson expressed uncertainty about the clarity of the reasoning and mentioned the need for a longer conversation about the Knowles-Nelson Grant encumbrance. She noted that item 5g's contract is for a full year from June 1st to September 30th, and she didn't think any changes would be made by September 30th.

Nate Bell made a motion to approve the agenda as presented, which was seconded by Mike Laszkiewicz. The motion carried- 4-1, with Bhirdo opposed.

3. Approve Minutes: June 2, 2025, Regular Meeting and June 16, 2025, Special Meeting

Ahrens noted that for the June 16th meeting walkabout, on page 9 in the tree section, they had also discussed adding trees north of the village wall where the tent is usually set up for the pancake breakfast. He stated that in addition to the trees listed, they wanted to add trees to that area as well.

Denise Bhirdo pointed out a typo on page 5, line 47, where "asked" should be "ask." She also noted on page 9, line 3, that it should read "Howson is to contact Joy from the local nursery." Additionally, in the same bullet point, she clarified that both the center and the north landscaping groups at Marina Park were supposed to be removed and planted with grass, not just the center one.

Louise Howson asked for any other changes or edits to either the June 2nd or June 16th meeting minutes. Hearing none, she called for a motion to approve the minutes as amended.

Motion to approve the minutes as amended was made by Bhirdo and seconded by Ahrens. The motion carried unanimously.

4. Comments, Correspondence, and Concerns from the Public

Chris Schmeltz from 1067 Bay Shore Drive expressed concern about the plans to redo Bluffside Rd.

Bell brought up an issue regarding an event tent at Marina Park from July 3rd to July 7th, which had a permit for July 4th to 6th. He suggested revisiting the policy about permitting such events on holiday weekends and ensuring clear timelines for setup and takedown. He emphasized the importance of public use of the park during holidays.

Howson addressed the communication in the packet which was from Mark Lindem regarding the condition of Sunset Drive between the exit of Marina parking and Woodcrest. Lindem expressed worry about potential injuries and the overall deterioration of the road surface.

5. Discussion/Action Items

a. Event Request; Long Dayze Festival; Waterfront Park Pavilion

Schmelzer addressed the email regarding the event that was included in the meeting packet. A representative from *Long Dayze*, Sage Baruth, and an unidentified male, were present to provide event information.

Baruth introduced himself as a resident of Sister Bay. He addressed the questions raised in the email:

- Regarding security, he confirmed they have people on standby pending approval of the event.
- On the issue of underage drinking, he clarified that they won't be selling alcohol. Wild Tomato will be using their beach bar to sell alcohol and donate proceeds to the land trust.
- They will have a dumpster for trash and will clean up after the event.
- He didn't think porta-potties would be required due to the presence of public restrooms at the beach.
- Water will be available from Wild Tomato and the drinking fountains at the restrooms.
- He hadn't contacted the county department of health but didn't think it would be necessary given the expected crowd size.
- They intend to be done by 9:55 PM to avoid conflicts with noise regulations.
- Regarding parking, he suggested using the sports complex with a shuttle service for future events, if they have more time to promote.
- They are checking to ensure Wild Tomato's liquor license covers the event.
- For signage, he proposed a banner on Highway 57 to promote the event.

Howson asked about previous attendance numbers, to which Baruth responded that their highest attendance was around 400-450 people at an event in Nasewaupee. He clarified that previous events were multiple days, while this one would be a single evening.

The committee discussed various aspects of the event, including:

- The potential impact on local businesses
- The lack of vendors at the event
- Wild Tomato's liquor license and its implications
- The possibility of holding the event in September or October instead
- The process for reserving the pavilion and getting committee approval

The committee also discussed the fees and charges associated with the event, including the application fee and retainer. They agreed on a \$250 fee to cover potential overtime for village staff for cleanup and restroom maintenance.

After thorough discussion, the committee reached a consensus on approving the event with certain conditions.

Motion to approve Long Days Festival at the Waterfront Pavilion on July 19th, pending an application, payment of fees, and proof of insurance was made by Nate Bell and seconded by Mike Laszkiewicz. The motion carried unanimously.

b. Operating Agreement; Friends of the Ice Rink; Ice Rink

Schmelzer explained that she had sent the draft received from the Friends Group to the Attorney quite a while ago but prepared her own draft last week and sent it to the Attorney and the representative from the Friends group, Myles Dannhausen. Dannhausen indicated their attorney did not have time to review the draft yet either. Schmelzer noted that the initial draft from the Friends group had asked for \$60,000-\$80,000, which was not included in this version. Instead, the draft proposes continuing to pay for everything as they currently do.

Howson interrupted to mention that Dannhausen had emailed Schmelzer on Sunday asking to have the item removed from the agenda because their attorney hadn't had a chance to review it. Ahrens explained if the item were to be removed, the agenda should have been amended earlier.

There was discussion about the draft included in the meeting packet and revisions were made. The committee discussed the complexity of the agreement and the need for both parties' attorneys to review it.

By consensus they agreed to postpone further discussion until the next meeting when a more complete version would be available.

c. Lighting Retrofit; Ice Rink

Linczmaier presented information previously requested from the committee to make the lighting at the Sports Complex more efficient. The information in the packet was specific to the ice rink. He explained that a company had looked at sports and floodlights, focusing on efficiency rather than night sky friendliness. The proposal would allow for directing the light more effectively than the current flood lights and could be installed without changing the existing poles.

Dannhausen, speaking on behalf of the Friends of the Ice Rink, expressed interest in creating dark sky friendly lighting at the rink, either through new poles or retrofitting existing ones. He mentioned that it has always been a goal of the Friends to minimize light pollution and improve the experience for neighbors.

The committee discussed the potential costs, which were close to \$24,000, and the relatively minimal cost savings over 10 years. They also considered the possibility of the Friends of the Ice Rink contributing to or fully funding the lighting upgrade as part of their larger rink improvement project.

By consensus the committee decided to postpone action on the lighting retrofit until more information is available, including potential funding options and coordination with the Friends of the Ice Rink's larger project plans.

d. Park Vendor Contract & Storage; eBike Proposal; Peninsula Kayak Co.; Waterfront Park

Schmelzer reported on the previous month's walking tour where it was discovered a vendor had already erected a shed for their bike rentals, and the referral the committee had made to the Parks Commission. The Plan Commission had concerns about the shed being metal, as the village doesn't allow metal sheds. The vendor, Robert Geitner, offered to move the shed and make it a wooden structure. He explained that they had already purchased and installed a metal shed due to time constraints and misunderstanding about the approval process. He expressed willingness to work with the committee on finding a suitable solution, acknowledging that building a wooden shed this season might not be feasible.

The committee discussed various options, including:

- Potential locations for the shed
- The possibility of using a temporary structure for the season
- Concerns about setting precedents for future vendors
- The need to comply with zoning regulations

After extensive discussion, the committee reached a consensus on a path forward.

Motion by Laszkiewicz to approve a vendor contract for the remainder of the 3-year term, provided the Plan Commission approves a storage shed or shelter for the applicant, they secure all necessary permits, and it's in a compliant location, seconded by Howson. The motion carried unanimously.

e. Lease Agreement; USPS; 10685 N Bay Shore Dr.

Schmelzer presented information about the lease agreement with the United States Postal Service that the committee had previously reviewed.

The committee discussed various aspects of the lease agreement, including:

- The current lease rate and potential market value of the property
- The process for determining fair market value for the lease
- The unique requirements set by the USPS for comparable properties
- The possibility of hiring an appraiser to determine the property's value
- The importance of maintaining a post office in the village while also ensuring fair compensation for the use of the property

After extensive discussion, the committee decided to gather more information before making a decision.

Consensus was reached to look into the insurance value of the property and to ask the board for permission to hire an appraiser to generate the comps needed for lease negotiation with the USPS.

f. Annual Crop Contract; Former Wiltse Property; Jim Seaquist

Schmelzer presented the annual crop contract for the former Wiltse property with Jim Seaquist. She explained that this was a renewal of an existing contract and that Jim had expressed interest in renewing.

The committee discussed the contract, including:

- The duration of the contract (April to end of year)
- The rental fee (\$500 per year)
- The historical context of the agreement
- The potential future development of the property

After discussion, the committee was in favor of renewing the contract.

Motion to approve the annual crop contract for the former Wiltse property with Jim Seaquist was made by Bhirde and seconded by Laszkiewicz. The motion carried- 4-1, with Bell opposed.

g. Annual Crop Contract; Former Logerquist Property; Robbie Schopf

Schmelzer presented the annual crop contract for the former Logerquist property with farmer Robbie Schopf. She explained that there was some confusion as Robbie had already planted crops without a renewed contract.

The committee discussed several aspects of this situation, including:

- The fact that crops (corn) had already been planted without a contract
- The potential impact on future development plans for the property
- The end date of the contract (September 30th) and how it relates to the corn harvest timeline
- The committee's responsibility to manage village assets effectively

After extensive discussion, the committee decided to allow the crops to remain for this season but to clarify the terms for future agreements.

Motion by Howson to allow Robbie Schopf to maintain and harvest the crops currently planted on the former Logerquist property until harvest time or until otherwise notified, with no formal contract or payment required for this season, second by Bell. Motion carried unanimously.

h. Review Binocular Order

Laszkiewicz presented research he had done on binocular options for the village. He identified three main manufacturers: Tower Optical, Overwork, and Seacoast. Schmelzer had provided information from Tower optical in the packet, and Laszkiewicz provided information on costs, features, and installation requirements for each option.

The committee discussed various aspects of the binocular installation, including:

- Cost comparisons between different manufacturers
- Installation requirements and potential locations
- The importance of having activated safety systems to maximize driver awareness
- Different types of crosswalk markings and their effectiveness

The committee decided to gather more information before making a decision.

Consensus was reached to have Laszkiewicz compile more detailed information on the binocular options and present it at the next meeting.

i. Identify New Parking Lot Location, Re: Knowles Nelson Encumbrance

Schmelzer explained the Board had referred the matter to the committee to identify a new parking lot location due to the Knowles Nelson encumbrance. She presented three options: pay the DNR back the money, come up with another parking lot of 22 stalls, or find a location of equal or higher value. She shared information about the parking lot options she had found. No members offered alternate parking lot locations.

The committee discussed various aspects of the issue, including:

- The history of the grant and the original land acquisition
- The complexity of the Knowles-Nelson Stewardship requirements
- Potential other public use spaces that could be used in lieu of creating 22 new parking stalls elsewhere
- The financial implications of different options

After extensive discussion, the committee decided to gather more information before making a decision.

Consensus was reached to invite a representative from the DNR to attend the next meeting (via Zoom) to discuss options and requirements related to the Knowles-Nelson encumbrance.

j. Hwy 42 Crosswalk Concerns

Laszkiewicz presented research he had done on crosswalk safety options for Wisconsin State Highways. He shared information on different technologies and their effectiveness, focusing on in-road warning lights with pedestrian-activated beacons.

The committee discussed various aspects of crosswalk safety, including:

- Different types of crosswalk markings and their visibility
- The effectiveness of various warning light systems
- Concerns about maintaining the village's aesthetic while improving safety
- The need for better lighting at crosswalks
- Potential funding sources for safety improvements

After discussion, the committee decided to gather more information before making any decisions.

Consensus was reached to invite a representative from the Department of Transportation to a future meeting to discuss crosswalk safety options and potential funding opportunities.

k. Stop Sign Request

Schmelzer referenced the staff memo in the packet identifying a need for a stop sign at the intersection the Country House resort.

Motion to approve the stop sign request was made by Bell and seconded by Ahrens. The motion carried Aye -4, with Bhirdo not present for the vote.

l. Prioritize Street Repairs for 2026

Linczmaier presented a list of roads in need of repair and their estimated costs. The committee discussed various factors to consider when prioritizing road repairs, including:

- Traffic volume on different roads
- The condition of each road and the urgency of repairs
- Budget constraints and the need to balance repairs over multiple years
- The impact of ongoing construction projects on certain roads

After discussion, the committee reached a consensus on priorities for road repairs in 2026.

Consensus was reached to prioritize the Cardinal roads (Cardinal Court North, Cardinal Court Bluebird, and Cardinal Court Full Road) and Koessl Lane for repairs in 2026, subject to budget availability and final cost estimates.

m. Grant Opportunities

Schmelzer presented information on three grant opportunities:

- Highway Safety Improvement Program (HSIP)
- CMAQ grant
- TAP 42 trail grant

The committee discussed the pros and cons of each grant opportunity, considering factors such as:

- The village's eligibility for each grant
- The potential impact of each project on the community
- The required matching funds and budget implications
- The timeline for application and project completion

After discussion, the committee decided to pursue two of the three grant opportunities.

Consensus was reached to apply for the CMAQ grant and the TAP 42 trail grant, but to postpone application for the HSIP grant until a future cycle.

n. Waterfront Park Landscaping Update; Jerry's Flowers Proposal

Howson presented information from her conversation with Joy of Jerry's Flowers, who has volunteered her time to maintain the flower bed in front of the post office. Howson presented a list of services and plants that was in the meeting packet that Joy offered to provide at no cost to the village.

The committee discussed various aspects of the landscaping, including:

- The current maintenance schedule and responsibilities
- Proposed changes to plants and mulch; if Joy is planting a hydrangea, she needs to diversify species, and, a desire not to use cocoa bean fiber due to its toxicity for dogs
- The need for consistent watering and care
- Potential expansion of landscaping responsibilities to other areas in the village

After discussion, by consensus the committee agreed to accept Joy's offer at no cost to the village and to continue to work with Joy on other potential options for more comprehensive landscaping care throughout the village.

o. Preliminary Budget Review

Linczmaier presented a preliminary budget for the upcoming year. The committee discussed various aspects of the budget, including:

- Proposed cuts and additions to different department budgets
- Capital improvement projects and their prioritization
- Potential new equipment purchases, including a robotic mower for the sports complex
- Long-term financial planning and the impact of various projects on future budgets

The committee had an extensive discussion about the proposed robotic mower, considering factors such as cost savings, maintenance requirements, and potential challenges in implementation. Representatives from Husqvarna, and Vlad Gannik, the Finance Director, were present virtually to answer questions.

After thorough discussion, the committee decided to gather more information on several budget items before making final decisions.

Consensus was reached to have Linczmaier provide more detailed information on the robotic mower proposal and other significant budget items at the next meeting.

6. Staff Report(s)

Staff reports were included in the meeting packet. No additional discussion took place during the meeting.

7. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee

The committee identified several items for future agendas or referral:

- Follow-up on the Knowles-Nelson encumbrance and parking lot location
- Update on crosswalk safety options from the Department of Transportation
- More detailed information on binocular options
- Continued discussion on the budget, including the robotic mower proposal

1 **8. Next Meeting: Regular Meeting August 4, 2025, at 1:00 PM**

2 • **Schedule Walking Tour – Pebble Beach**

3 The committee agreed to schedule a walking tour of Pebble Beach but did not set a date.

4 **9. Adjourn**

5 *Motion to adjourn was made by Bhirdo and seconded by Howson. The motion carried*
6 *unanimously.*

7 The meeting was adjourned at 5:31 PM

8
9 Minutes by Sarah Bertges, Administrative Assistant

STAFF REPORT
Frontier Presentation

Date: August 4, 2025

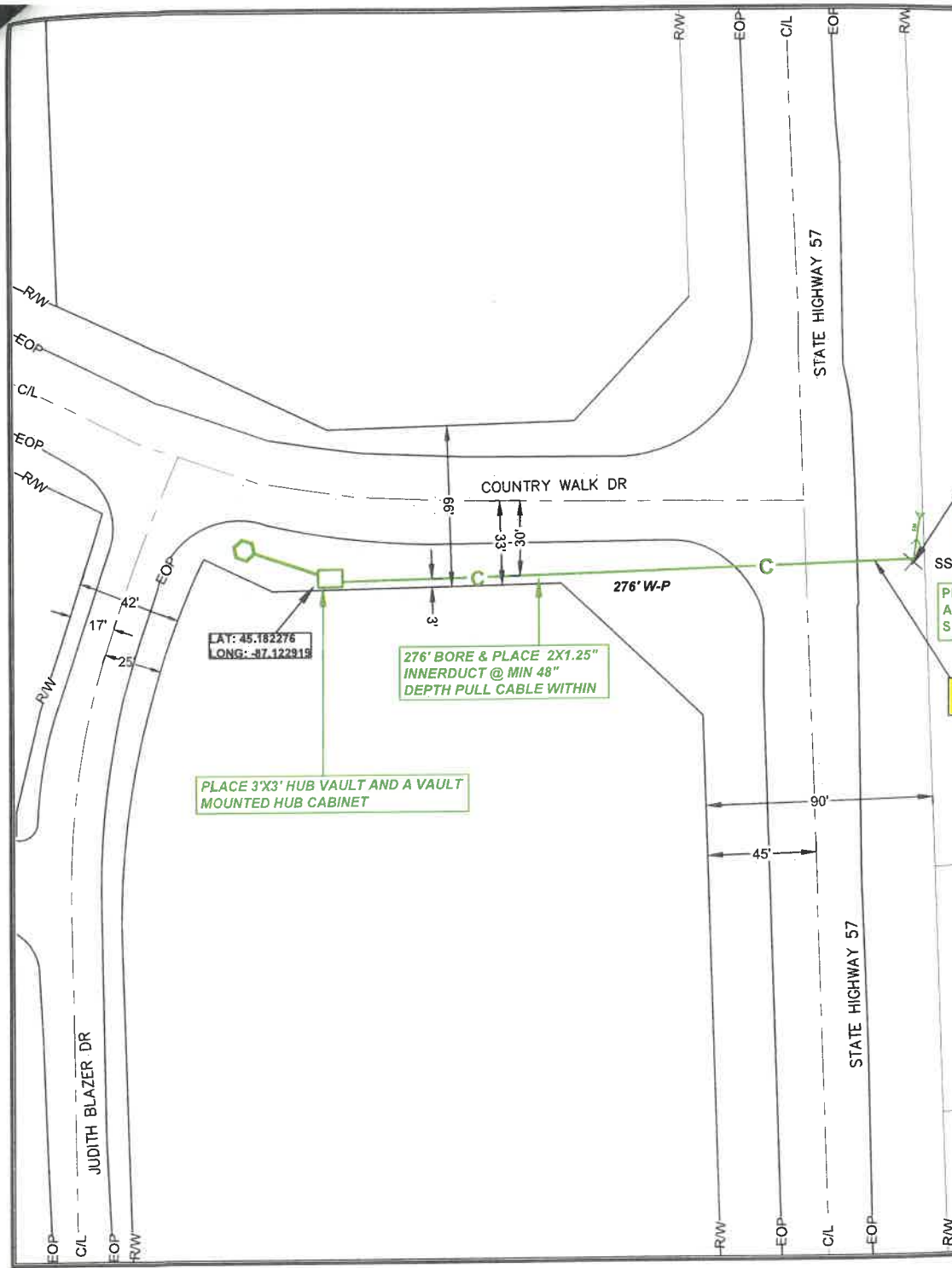
Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

At the Board meeting Committee Chair Howson suggested we get information about Frontier's current fiber project and invite a spokesperson to discuss their project. Todd Kruse from Frontier will be joining us.

Attached are the maps for the three projects we have permitted thus far in the village. We have three pending projects as well, and those maps are attached as well.



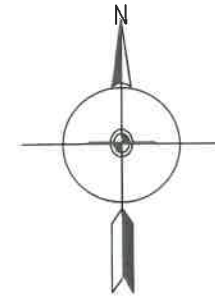


**NOTE: ALL THE BURIED PLACEMENT
WILL MAINTAIN $\pm 3'$ HORIZONTAL
CLEARANCE FROM EXISTING
UTILITIES.**

NOTE: METHOD OF BORING WILL BE HORIZONTAL DIRECTIONAL DRILLING

NOTE: HUB VAULT AND HANDHOLE WILL BE FLUSHED WITH THE GROUND.

NOTE : REFER TO SPECIFICATIONS SHEET "SS" FOR HANDHOLE, FLOWERPOT HANDHOLE, CABINET AND VAULT DETAILS .



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UNITS / ACCT CODES[illegible]

REVISIONS



FRONTIER 

SISTER BAY FTTH BUILD FC731
10557 APPLEWOOD RD

PROJECT NUMBER: 2513050		C.O. AREA: SISTER BAY EXCH. CODE: SSBYMDA	
DRAWN DATE: 03/07/2025		ENGR: JERRY MOORE PHONE: 608-742-9507	
SCALE: 1:50		CMTY: W1 DOOR FILE: 2513050	
TAXES: 31N		TAX DISTRICT: DWG 01 OF 01	
RNG: 28E		SEC: 08	

01

SITE LOCATION
MAP



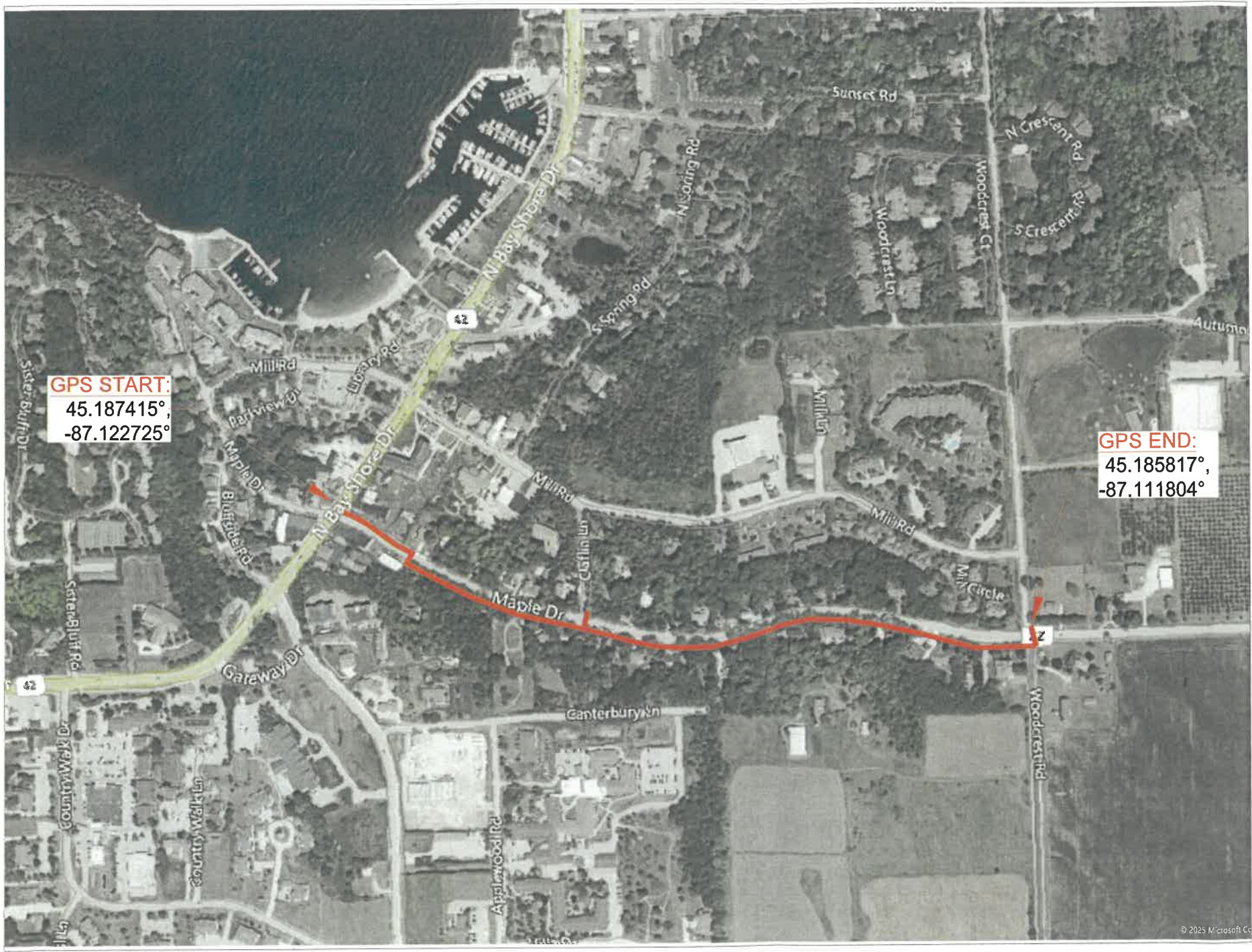
RECEIVED JAN 29 2025



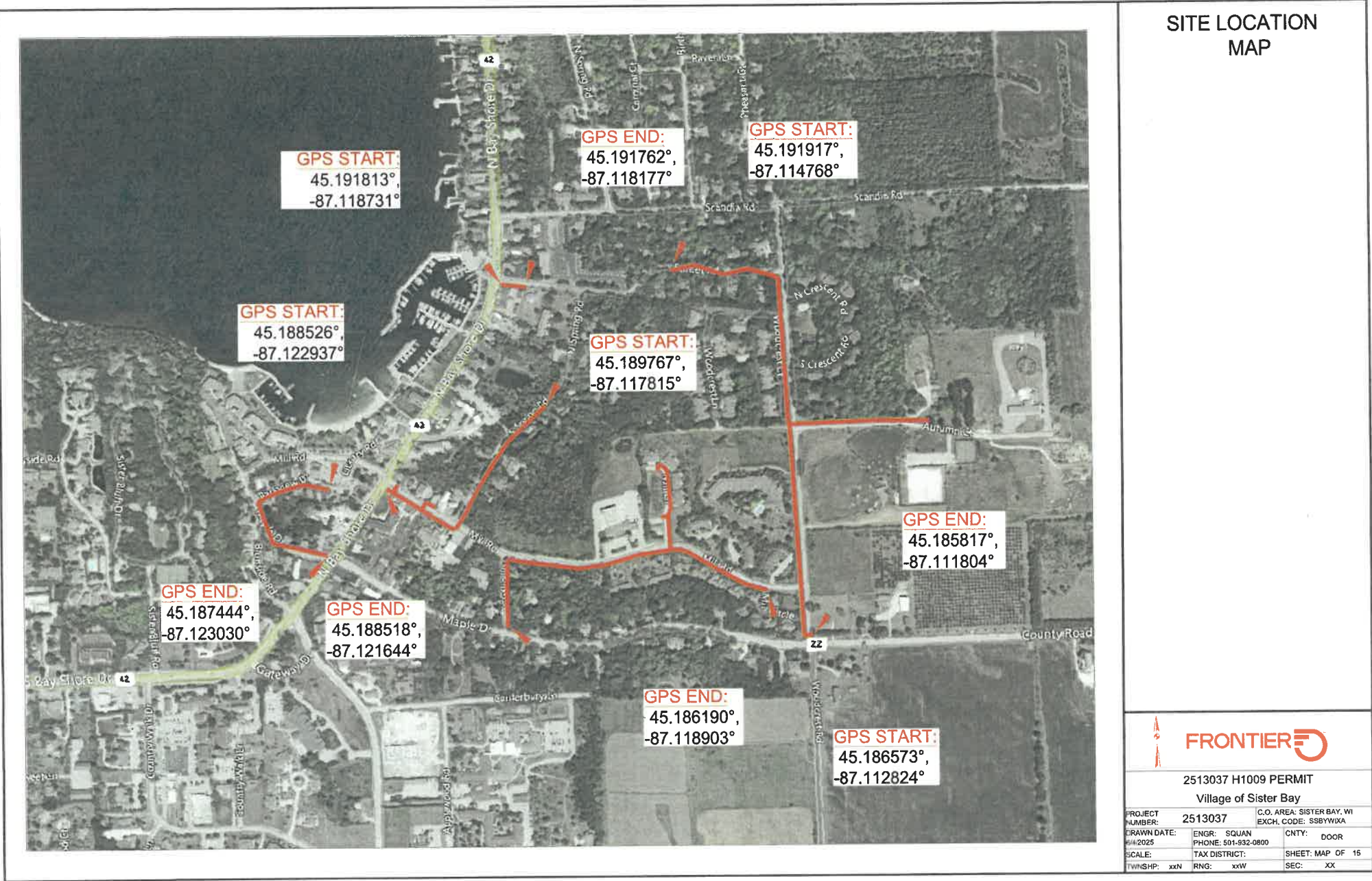
2513051 - FEEDER 4 PERMIT
VILLAGE OF SISTER BAY

PROJECT NUMBER:	2513051	C.O. AREA: SISTER BAY, WI	EXCH. CODE: SSBYTXA
DRAWN DATE:	12/11/2024	ENGR: SQUAN	PHONE: 801-932-0800
SCALE:	TAX DISTRICT:	CNTY: DOOR	SHEET: MAP OF 1
TWNSHP: 31N	RNG: 28E	SEC: 08	

SITE LOCATION
MAP



2513037 H1009 PERMIT		
COUNTY ROAD ZZ		
PROJECT NUMBER:	2513037	C.O. AREA: SISITER BAY, WI EXCH. CODE: SSBYWIXA
DRAWN DATE:	ENGR: SQUAN PHONE: 501-932-0800	CNTY: DOOR
SCALE:	TAX DISTRICT:	SHEET: MAP OF 6
TWNSHP: xxN	RNG: xxW	SEC: XX





STAFF REPORT**Ice Rink Operating Agreement**

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

We have a final draft of the Operating Agreement for the Ice Rink. It is attached.

OPERATIONAL AGREEMENT BETWEEN THE VILLAGE OF SISTER BAY & THE FRIENDS OF SISTER BAY ICE RINK, INC.

THIS AGREEMENT is made and entered into by and between the VILLAGE OF SISTER BAY, a public body corporate and politic, duly created under the laws of the State of Wisconsin (the "Village"), and the FRIENDS OF SISTER BAY ICE RINK, INC., a Wisconsin non-stock non-profit corporation (the "Operator").

RECITALS

WHEREAS, pursuant to the provisions of Section 61.34(1) of the Wisconsin Statutes the Village has the authority and power to act for the government of the Village and for its peace and good order as well as its health, safety, welfare and convenience; and,

WHEREAS, the Operator, among other things, is to provide the public a recreated ice rink on land it leases from the Village and provide oversight of the daily operations thereof; and,

WHEREAS, the Village is willing to fund certain ice rink operations in exchange for the Operator recreating the ice rink and managing the operation of the recreated ice rink, its staff, and daily operations.

NOW, THEREFORE, the Parties hereto, by their respective authorized agents and representatives, do hereby agree in and to the following:

ARTICLE I: TERM AND TERMINATION

Section 1.1-Term: The term of this Agreement shall be for a period commencing as of the effective date of signature hereof and ending December 31, 2035. If the adjacent warming house is reconstructed prior to December 31, 2035, a new Agreement shall be negotiated.

Section 1.2 - Renewal: This Agreement shall automatically renew for a subsequent ten (10) year period so long as Operator is in good standing hereunder, unless either party gives notice to the other of their intent to not renew at least twelve (12) months prior to the end of the current term. In the event such notice is given by Village, and Operator desires to nevertheless continue with the Agreement, the parties agree to engage in good faith negotiations to address the Village's concerns. Any renewal will be on the same terms and conditions as set forth herein, unless otherwise agreed in writing.

Section 1.3 - Termination: This agreement may be terminated by either party hereto at any time upon twelve (12) months written notice to the other party. No further funding will be paid by the Village to the Operator or for operations upon the conclusion of this Agreement.

ARTICLE II: OPERATIONAL ACTIVITIES

Section 2.1 – Village Responsibilities. In exchange for Operator managing the reconstruction of and daily activities of the ice rink, and current warming house, the Village agrees to:

- a. Allocate up to up to \$50,000 annually in the Village Budget, Special Revenue Fund,

to provide water, sewer, electricity, heating and internet service to the ice rink and warming house; supply cleaning supplies and toiletry items for the restrooms; dispose of refuse and recycling from daily activities; pay all associated bank fees and finance charges for funds managed by the Village; pay wages for those employed by the village to manage and work at the TKH Ice Rink; pay workers comp insurance, retirement, social security, medical, dental and life insurance (if selected) for village TKH Ice Rink eligible employees; pay property and liability insurance. Any overages are to be paid by the Operator, to the Village, by June 1 of each year.

- b. Provide \$2000 annually to the Operator for concession sales and rentals (all profits are to be maintained by Operator).
- c. Plow and clear snow and ice in the parking lot immediately north of the ice rink and sidewalk adjacent to the warming house.
- d. If the Village has firewood available, provide said firewood to the Operator.
- e. Coordinate with Operator on the hiring and termination of Village staff necessary for the operation of the ice rink, maintenance of the warming house, skate rentals, and concessions annually from November 1 to April 1.
- f. Village agrees to waive the Zoning Permit fee and any potential Site Plan Review or Development Agreement fee(s) during the reconstruction of the ice rink and future renovations to the warming house, if any.
- g. Assist in the promotion of events which further awareness and utilization of the ice rink by using the office printer to print 11" x 17" or smaller posters.
- h. Village to assist in grant writing and fund management for improvements to the ice rink and warming house.
- i. Village to fund the annual audit of the ice rink, as it relates to the Village's finances.

Section 2.2. Operator Responsibilities. In exchange for contributions expressed in Section 2.1 above, Operator agrees:

- a. To reimburse the Village, by June 1 of each year, for the expenses listed in 2.1.a., in excess of the amount listed in 2.1.a.
- b. Plow and clear snow from the ice rink. Operator may use a Zamboni to clear snow, at their expense. Said Zamboni must be insured, with the Village as an additional insured party. The Zamboni shall be removed from Village property by April 1 of each year and store elsewhere if there is no other available storage space in Village-owned facilities... Any damage to the parking lot caused by the Zamboni shall be repaired at Operator's expense.
- c. Ensure staff they manage clean the restrooms and other public spaces within the warming shelter.
- d. Collect refuse and recycling generated from daily activities and place in the dumpster at the Village Parks Maintenance Facility. During the reconstruction of the ice rink, the Operator is responsible for disposal of all demolition debris and shall take precautionary measures to ensure said debris does not leave the construction site.
- e. Operator agrees to pay for any state Plan Review or Building Permit fees, and, Village connection fees, if applicable.
- f. Operator agrees to abide by all laws and regulations during the reconstruction of the ice rink, and renovations to the warming house, if any, and during the daily operations thereof.
- g. Supply any necessary firewood not otherwise supplied by the Village. All firewood must be harvested in Door County.
- j. Oversee and manage Village staff hired for the operation of the ice rink, maintenance of the warming house, skate rentals, and concessions from November 1 to April 1 annually.
- k. Agree all volunteers at the ice rink or warming house, or at associated events, complete a Volunteer Waiver Form, prior to volunteering their time. Said forms to be

- submitted to the Village Office at 2383 Maple Drive, Sister Bay, WI 54234.
- l. Purchase product and manage concession sales and rentals, including skate rentals, on behalf of the Village. All profits are to be maintained by Operator.
 - m. Organize, promote and manage events which further awareness and utilization of the ice rink. Revenues from events, including registration fees, to be held by Operator.
 - n. Make repairs and general maintenance of the ice rink.
 - o. Operator agrees to continue to fundraise to ensure funds are available for the reconstruction and ongoing maintenance of the ice rink.
 - p. Operator to maintain insurance and list Village as an additional insured.
 - q. Operator responsible for all expenses not otherwise listed above; said expenses may be negotiated with the Village if expenses are unknown at time of signing of this Agreement.

ARTICLE III: INSURANCE AND INDEMNIFICATION

Section 3.1 - Insurance: The Operator agrees, both generally and specifically with respect to the services to be provided herein, that it will procure and maintain insurance against such risks in such amounts as are customarily insured for such services. The minimum coverage shall be one million dollars per person with a maximum of two million dollars aggregate. Such insurance shall be obtained by purchasing and maintaining in place during and for such time as it has an obligation to the Village under this Agreement a policy or policies of insurance issued by licensed and reputable insurance companies authorized and qualified to underwrite such risks. The insurance binder shall be provided to the Village Clerk no later than November 1 of each year. The Operator shall further require all contractors, co-sponsors of events or others with whom it may partner in connection with the promotional services to be provided hereunder, to have, maintain general liability and worker's compensation insurance coverage consistent with the nature and extent of such third party's interest and involvement in any project or event arising under this Agreement. The Operator shall name the Village of Sister Bay as "additionally insured". In turn, the Village will procure and maintain its own insurance against such risks, in such amounts as are customarily insured for such services.

ARTICLE IV: MISCELLANEOUS PROVISIONS

Section 4.1 – Amendments: This Agreement supersedes all prior agreements. No modifications, alterations or amendments to this Agreement shall be binding upon either party hereto until such modifications, alterations or amendments is/are reduced to writing and signed by both parties hereto.

Section 4.2 – Governing Law and Venue: This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accord with the laws of the State of Wisconsin.

Section 4.3 – Compliance with Laws and Orders: In providing the promotional services to be provided under this Agreement the Operator shall comply with all local, state and federal laws, ordinances and regulations.

Section 4.4 – Notices: Should the Agent for the Operator change, Operator has thirty (30) days to notify the Village, in writing, of the Agent change. Notice to either party shall be given in the following fashion:

IF TO THE VILLAGE:

VILLAGE OF SISTER BAY

P.O. Box 769

2383 Maple Drive

Sister Bay, WI 54234

IF TO THE OPERATOR:

FRIENDS OF SISTER BAY ICE RINK, INC

c/o Myles Dannhausen, Jr., AGENT

1968 CTH ZZ

Sister Bay, WI 54234

Section 4.5 – No Third-Party Beneficiaries: This Agreement does not create any third-party benefits to any person or entity other than the parties hereto and is solely for the consideration herein expressed.

Section 4.6 – No Assignment: This Agreement may not be assigned by the Operator to any third party.

Section 6.7 – Headings: The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 6.8 – Independent Association: Notwithstanding any other representation, oral or written, between the parties hereto, including any and all agents or representatives thereof, the Operator is at all times hereunder acting as a free and independent Operator and not as an agent of the Village.

Section 6.9 - No Joint Venture: No promotional event sponsored in whole or in part by the Operator shall at any time be, or be considered, a joint venture by and between the Operator and the Village. The Village bears no responsibility in promoting the event, managing the event, or being liable for losses, injuries or damages as a result of the event.

Section 6.10 - Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the transactions contemplated by this Agreement and matters related thereto and does hereby supersede and render null and void and of no further force or effect any and all prior Agreements, drafts of Agreements, and understandings between the parties, excepting therefrom the Land Lease dated June 17, 2025.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth by their name.

Landowner: The Village of Sister Bay

By: _____
Nate Bell, Village President

Personally came before me this _____ day of _____, 2025, the above-named Nate Bell, to me known to be the person who executed the foregoing instrument and have acknowledged the same.

State of Wisconsin }
County of Door }

Notary Public:

My commission expires:

Operator: Friends of Sister Bay Ice Rink, Inc

By: _____
Myles Dannhausen, Jr., Registered Agent

Personally came before me this _____ day of _____, 2025, the above-named _____, to me known to be the person who executed the foregoing instrument and have acknowledged the same.

State of Wisconsin }
County of Door }

Notary Public:

My commission expires:

STAFF REPORT
SBAA Operating Agreement

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

Annually in August we review our Operating Agreement with SBAA. The 2026 draft is attached, with proposed revisions in red.



Sister Bay Advancement Association
P.O. Box 351
Sister Bay, WI 54234

7/24/25

Nate Bell, Village President

Village of Sister Bay
P.O. Box 769
2383 Maple Drive
Sister Bay, WI 54234

Dear President Bell and Village Trustees,

On behalf of the Sister Bay Advancement Association (SBAA), I'm pleased to share with you the attached draft agreement reflecting proposed updates for our continued partnership through December 31, 2026. Redlined edits have been included for ease of review.

This agreement represents more than a formal understanding, it reflects our shared commitment to enhancing the vitality, charm, and economic strength of Sister Bay. Together, the Village and the SBAA have worked side by side to create unforgettable events, promote tourism, and support local businesses. Our collaboration has brought joy to residents and visitors alike, and we look forward to building on this foundation in the years ahead.

We are proud of what we've accomplished together and excited about what's to come. Thank you for your continued partnership, support, and trust as we work together for the betterment of Sister Bay.

Please don't hesitate to reach out if you have any questions or would like to schedule a time to discuss the proposed updates in more detail.

Warm regards,

Tonya Crowell
SBAA Board President

AGREEMENT BETWEEN THE VILLAGE OF SISTER BAY & THE SISTER BAY ADVANCEMENT ASSOCIATION

THIS AGREEMENT is made and entered into by and between the VILLAGE OF SISTER BAY, a public body corporate and politic, duly created under the laws of the State of Wisconsin, (the "Village"), and the SISTER BAY ADVANCEMENT ASSOCIATION, a Wisconsin non-profit, 501(c)6 non-stock corporation, (the "Association").

RECITALS

WHEREAS, pursuant to the provisions of Section 61.34(1) of the Wisconsin Statutes the Village Board of and for the Village of Sister Bay has the authority and power to act for the government of the Village and for its peace and good order as well as its health, safety, welfare and convenience; and,

WHEREAS, the Association, among other things, provides its members and the Village of Sister Bay with promotional services and events; and,

WHEREAS, the Village is willing to provide a financial contribution to the Association to assist in facilitating commerce, promote tourism and recreation and promote and support capital investment in the community under and pursuant to the terms, conditions, limitations and provisions of this Agreement, through the promotion of SBAA members and the amenities of the Village of Sister Bay.

NOW, THEREFORE, the Parties hereto, by their respective authorized agents and representatives, do hereby agree in and to the following:

ARTICLE I: TERM AND TERMINATION

Section 1.1-Term: The term of this Agreement shall be for a period commencing as of the effective date of signature hereof and ending December 31, ~~2026~~.

Deleted: 2025

Section 1.2 - Renewal: This Agreement shall not automatically renew but may be renewed upon the mutual agreement of the parties hereto.

Section 1.3 - Termination: This agreement may be terminated by either party hereto at any time upon 90-days' prior written notice to the other party. No further funding will be paid by the Village to the Association after the 90-day notice period terminates.

ARTICLE II: PROMOTIONAL SERVICES

Definitions:

Event: An event is defined as: A gathering of people around a common rallying point to participate in an experience of narrowly defined scope. Recreational events (races, baseball games, endurance competitions, etc.), educational events (pottery, yoga, or art shows), entertainment events (concerts, movies, stand-up comedy, magic shows, parades, holiday celebrations), are all different types of events. Events are generally designed for the benefit of

those within a community, or within close driving distance to the community.

Festival: A festival is defined as: A series of performances of music, plays, films/movies, etc., or gatherings for sampling a of a wide variety of culturally distinctive foods, crafts, or products in celebration or commemoration of a particular historical event, person or activity. They are usually organized in the same place once a year and are generally held at the same time of the year and can include a series of public events connected with a particular activity or idea. Festivals are generally designed to bring new people to the community from a long distance away.

Section 2.1 - General Statement of Services: The Association shall in a professional and businesslike manner promote artistic and cultural heritage through producing events in such manner as the Association shall determine, subject to the terms, conditions, limitations and provisions of this Agreement.

Section 2.2 - Promotion and Festival/Event Production: Subject to annual approval by the Village, the Association shall carry out promotion and production of festivals and events, including but not limited to shows, exhibits, plays, concerts, dances, storytelling sessions and festivals during the term of this Agreement. Such festivals and events may be held on property controlled or owned by the Village and at such locations as shall be approved by the Village's Parks, Properties and Streets Committee.

For the next contract year, the Association agrees to continue to sponsor their annual events, including, but not limited to the following:

- The Easter Egg Hunt
- Door County Short Film Festival
- The Village-Wide Rummage Sale
- The Goat Parade
- Eleven regularly scheduled Concerts in the Park
- ~~Family orientated event like~~ The Brick Party by the Bay or Kite Day
- Four regularly scheduled Movies in the Park
- ~~The Door County Festival of Fine Arts~~
- Marina Fest
- Fall Festival
- Capture the Spirit
- The New Year's Eve Cherry Drop

Section 2.3 -Promotion Through Visitor Services: The Association shall operate a Visitor Center in a facility located in the Village of Sister Bay. Services rendered through the Visitor Center shall include but not be limited to production of publications, distribution, administration, and other activities related to the operation and provision of services related to tourism development and enhancement and promotion of the SBAA's members and the Village of Sister Bay.

Section 2.4 - Membership: The Association shall include and market the amenities of the Village of Sister Bay in annual marketing materials such as the Sister Bay Brochure and the SBAA's website, SBAA social media platforms, and amenities to be identified will include the

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Sister Bay Marina, Sister Bay's Waterfront Park, the Sister Bay Music Pavilion, the Village Hall, the Sports Complex, the Ice Rink, the Library and other facilities owned or controlled by the Village of Sister Bay. Individual units of business owned or controlled by the Village may, at their discretion, become individual members of the Association and receive the same additional privileges and promotional services as other individual business members.

Section 2.5 - Leverage of Local Funds: The Association shall make every effort to maximize funds under its control to enhance and expand its own operations, staffing capabilities, market reach and penetration.

It is the Association's intention to continue to research and apply for grants and to solicit sponsorships that will support existing or new event development and/or promotion.

ARTICLE III: USE OF PUBLIC FACILITIES

Section 3.1 - Use of Public Facilities: In accord with the provisions of Section 2.2 of this Agreement, the Village shall, upon prior notice, make its facilities and improvements available for Association use. The Association shall, by March 1st, provide a list of dates for promotional events to be held in/on Village facilities by the Association. Reservations shall be made in advance with priority given to events hosted by the Association.

Section 3.2 - Waterfront Park, the Sister Bay Music Pavilion, and other Village Facilities: The use and availability of space and facilities in the Village of Sister Bay by the Association for events sponsored in whole or in part by the Association shall be subject to the following site specific restrictions and limitations:

(a) Performances and Displays: Public performance events shall occur in accord with the Village's Ordinances.

Section 3.3 - Fees: For events sponsored in whole or in part by the Association under this Agreement, the Village shall provide access to, and use of, Village facilities without fee.

Section 3.4 - Wristbands: Festival attendees of legal drinking age who consume alcohol during Fall Fest shall be wrist banded while consuming alcohol on Village controlled property. (**Controlled Property** is defined as State or local rights of way, public parks/facilities, public parking lots, and properties for which there are control agreements with the Village.) Attendees must provide proof of identification to verify legal age. The Association shall be responsible for ensuring that all businesses and vendors serving alcohol in Fall Fest are provided with wristbands

Section 3.5 - Signage: For events sponsored in whole or in part by the Association under this Agreement, the Village shall provide access to and the use of the designated temporary banner locations located throughout the Village without fee or charge. Where practical, the Village and the Association shall jointly produce and share costs of co-located banners where and when events produced by the Association and Village fall on similar days.

ARTICLE IV: INSURANCE AND INDEMNIFICATION

Section 4.1 - Insurance: The Association agrees, both generally and specifically with respect to the services to be provided hereunder, that it will procure and maintain insurance against such risks in such amounts as are customarily insured for such services. Such insurance shall be obtained by purchasing and maintaining in place during and for such time as it has an obligation to the Village under this Agreement a policy or policies of insurance issued by licensed and reputable insurance companies authorized and qualified to underwrite such risks. The Association shall further require all contractors, co-sponsors of events or others with whom it may partner in connection with the promotional services to be provided hereunder, to have, maintain general liability and worker's compensation insurance coverage consistent with the nature and extent of such third party's interest and involvement in any project or event arising under this Agreement. The Association shall name the Village of Sister Bay as "additionally insured". In turn, the Village will procure and maintain its own insurance against such risks, in such amounts as are customarily insured for such services.

ARTICLE V: ANNUAL CONTRIBUTION

Section 5.1 - Annual Contribution:

- **Direct Contribution:** ~~The~~ Village will provide a direct annual contribution of ~~twelve~~ percent (~~12~~%) of the Village's ~~2025~~ room tax proceeds. The Finance Director will see that the applicable data is provided to the SBAA Coordinator in as timely a fashion as possible.
- **Other remuneration,** including continued event support for traffic control, signage, solid waste removal from event grounds, Village Utilities on event grounds, (where available), and use of the Old School House Visitor Center will be provided by the Village to the SBAA. The Village will print maps and flyers/posters for the Annual Rummage sale.

Section 5.2 – Payment: The Association shall receive quarterly payments from the Village upon submission and review of quarterly Association financial reports. The Association shall provide documentation such as: quarterly budget reports, statements of expenses, or written reports of activities to date.

Section 5.3 – Annual Reporting: The Association shall report to the Village on an annual basis, (which report must be submitted by February 1, ~~2026~~, the success of the events sponsored by it in the previous year under this agreement. This report shall include event revenues, expenses.

ARTICLE VI: MISCELLANEOUS PROVISIONS

Section 6.1 – Amendments: This Agreement supersedes all prior agreements. No modifications, alterations or amendments to this Agreement shall be binding upon either party hereto until such modifications, alterations or amendments is/are reduced to writing and signed by both parties hereto.

Section 6.2 – Governing Law and Venue: This Agreement and the rights of the parties

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hereunder shall be interpreted and enforced in accord with the laws of the State of Wisconsin.

Section 6.3 – Compliance with Laws and Orders: In providing the promotional services to be provided under this Agreement the Association shall comply with all local, state and federal laws, ordinances and regulations, including, but not limited to local traffic laws and regulations, and federal copyright laws.

Section 6.4 – Notices: Notice to either party shall be given in the following fashion:

IF TO THE VILLAGE: VILLAGE OF SISTER BAY
P.O. Box 769
2383 Maple Drive
Sister Bay, WI 54234

IF TO THE ASSOCIATION: SISTER BAY ADVANCEMENT
ASSOCIATION
P. O. Box 351
Sister Bay, WI 54234

Section 6.5 – No Third-Party Beneficiaries: This Agreement does not create any third-party benefits to any person or entity other than the parties hereto and is solely for the consideration herein expressed.

Section 6.6 – No Assignment: This Agreement may not be assigned by the Association to any third party.

Section 6.7 – Headings: The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 6.8 – Independent Association: Notwithstanding any other representation, oral or written, between the parties hereto, including any and all agents or representatives thereof, the Association is at all times hereunder acting as a free and independent Association and not as an agent of the Village.

Section 6.9 - No Joint Venture: No promotional event sponsored in whole or in part by the Association shall at any time be, or be considered, a joint venture by and between the Association and the Village.

Section 6.10 - Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements, and understandings between the parties.

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth by their name.

VILLAGE OF SISTER BAY

By: _____ Date: _____

NATE BELL
Village President

ATTEST:

Heidi Teich
Village Clerk

SISTER BAY ADVANCEMENT ASSOCIATION

By: _____ Date: _____
Tonva Crowell, President

Deleted: DrewBickford

By: _____ Date: _____
Nora Zacek, Vice President

Deleted: Tonya Crowell

STAFF REPORT
TOTT Snowmobile Map

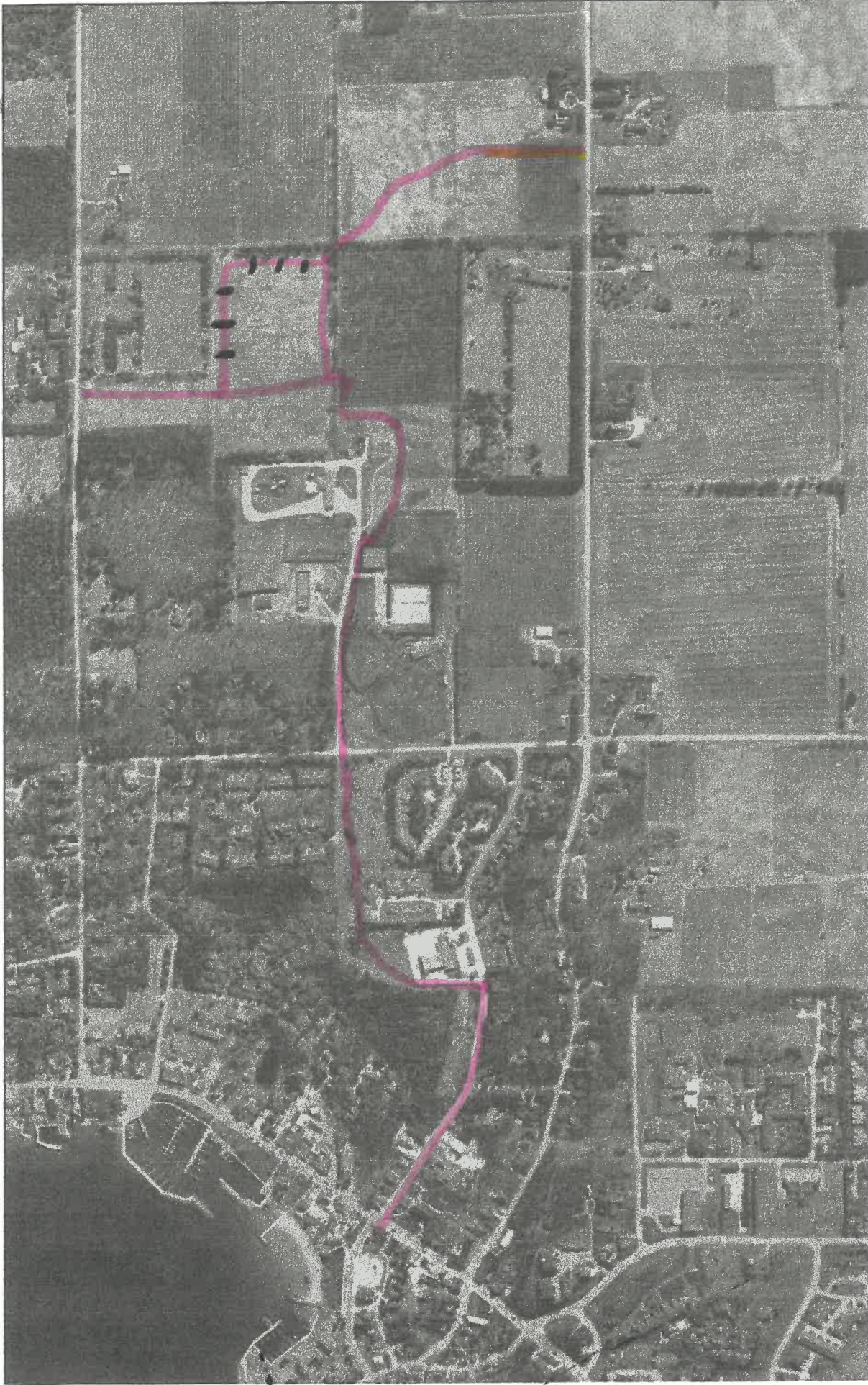
Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

Annually we review the proposed Top of the Thumb snowmobile route through Sister Bay. Their proposal is attached with the route shown in pink.

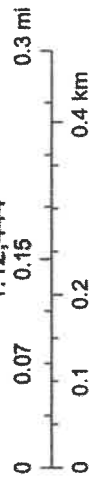
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7/19/2025

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STAFF REPORT

Northern Grill Parking

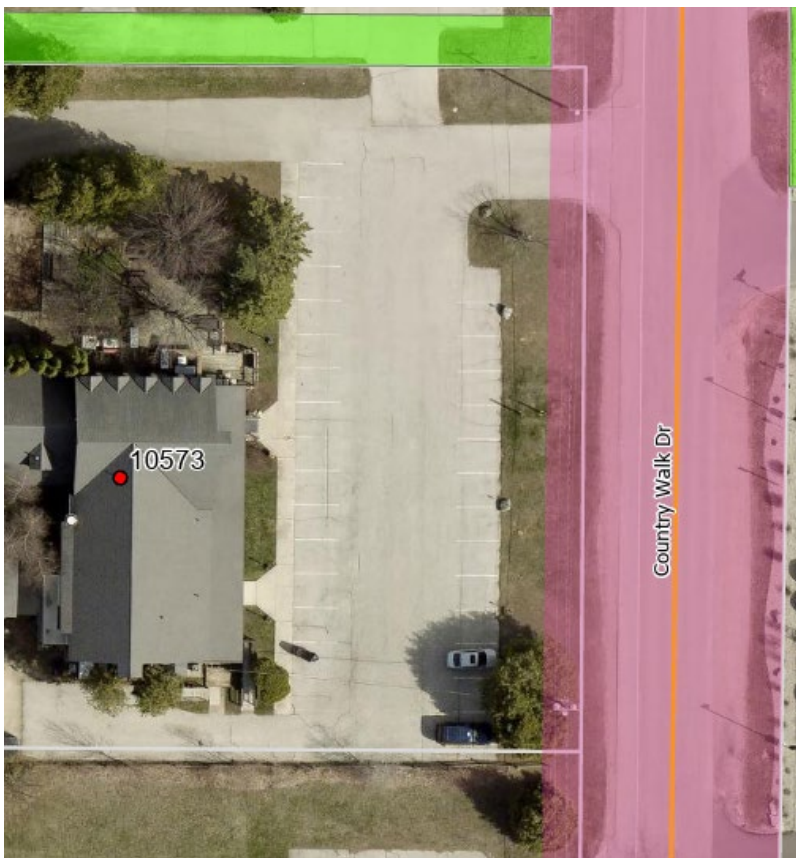
Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

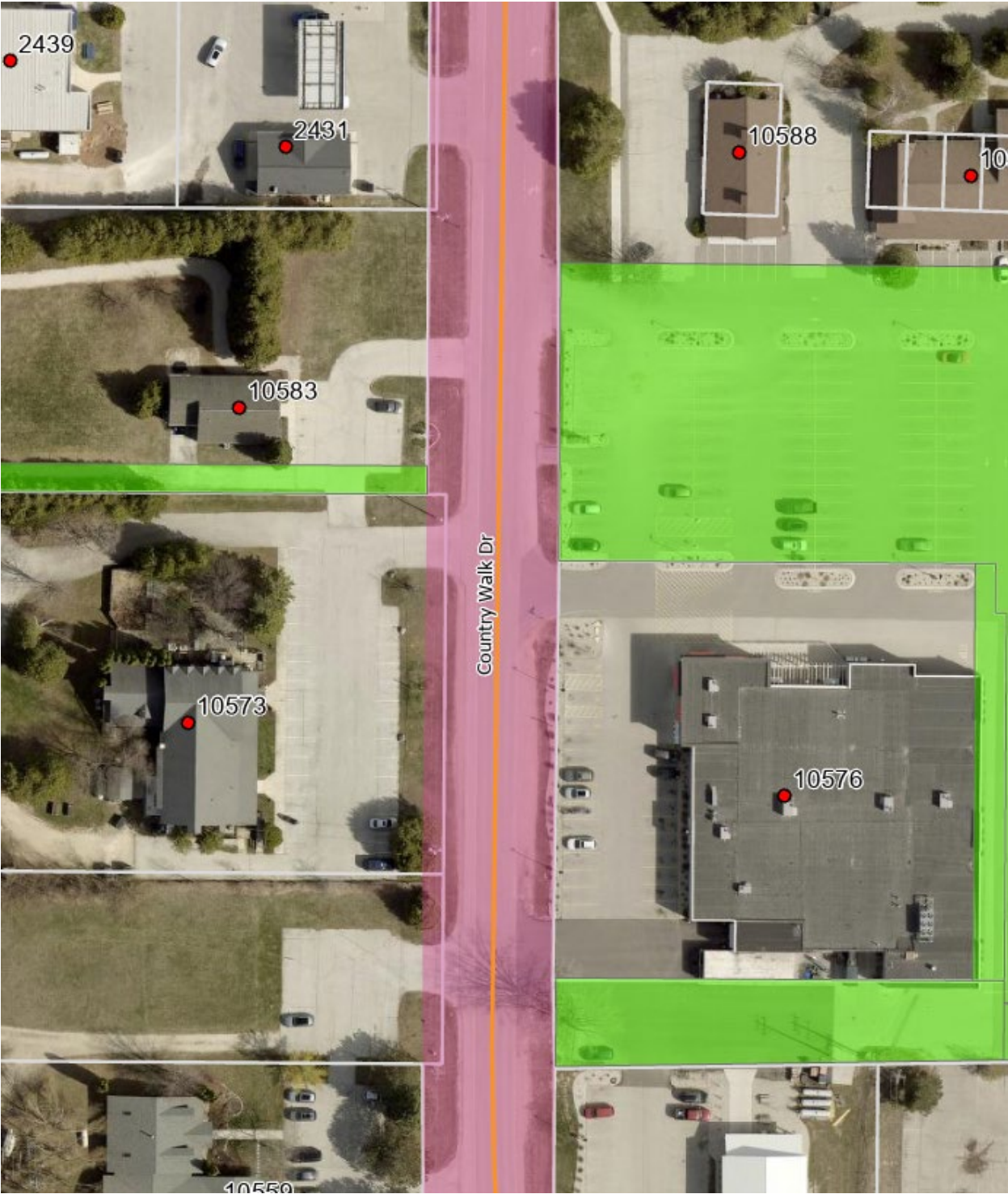
Author: Julie A. Schmelzer

Northern Grill & Pub has placed 'no parking' signs on Country Walk Drive. The signs are mounted in metal tins. Only the village can post streets as 'no parking' so the request has come before the committee. Would we allow 'no parking' signs in front of their property? If we do, the village would need to erect the signs so they meet design standards. If we do, does the property owner pay for the signage?

Below is an air photo of the property showing the owner, Ronald MacDonald, property boundary. It is very close to the road. The photo also shows the village's right-of-way in pink.



Also shown below is an aerial photo of the vicinity.



STAFF REPORT

Current Administration Building

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

Robert E Lee is designing the reconstruction of what is known as the Triangle – that area bound by Bluffside, Maple and Parkview. We need to discuss the future of the Administration Building in that it impacts the design of the road.

Do we recommend:

- It remains and is sold
- It is removed and becomes a park
- Raze the building and build a parking lot
- We leave it up to the engineer- if removal of the building makes for a safer intersection, the building should be razed
- Other?

STAFF REPORT

Knowles Nelson Encumbrance

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

As discussed last month, Luke Roffler from the DNR will be joining us to discuss the encumbrance on the grant and what our options are.

STAFF REPORT

Future Administration Building

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

After hearing from the DNR, the committee is to discuss the site for the new Administration Building.

STAFF REPORT
Fireworks Ordinance

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

The request has been made we discuss the current Fireworks Ordinance. The current code is attached.

Nuisances

promptly in order to alleviate the detrimental impact it has on the neighborhoods, businesses, surrounding properties, and citizens and the Village, in general.

(b) **Graffiti Vandalism Defined.**

“Graffiti” means any inscription, word, figure or design, marked, scratched, etches, drawn or painted with spray paint, liquid paint, ink, chalk, dye, markers or other similar substances, on buildings, fences, structures, signs and other similar places.

(c) **Graffiti Vandalism Prohibited.** No person may write, paint or draw any inscription, figure or mark of any type on any public or private building or other real or personal property owned, operated or maintained by any private person or public entity, agency, firm or corporation. This shall not be construed to prohibit the placement of temporary and easily removable chalk or other water soluble markings on public or private streets, sidewalks or other paved surfaces incident to youth activities such as hopscotch and various types of ball games or any lawful business activity.

(d) **Penalty.**

(1) Any person who violates subsection 30.4(c) shall be subject to a forfeiture of not less than \$500 per violation, in addition to any applicable fees, assessments and costs of prosecution. In addition, any person who shall cause physical damage to or destroy any public property shall be liable for the costs of replacing or repairing such damaged or destroyed property.

(2) **Parental Liability.** Pursuant to Section §895.035, Wisconsin Statutes, the parent(s) of an unemancipated minor may be liable for the damage of property caused by the willful, malicious or wanton act of such child; the liability shall not exceed the amount specified in §799.01(1)(d).

(e) **Graffiti Abatement.**

(1) **Graffiti Prohibited.** No private person or public entity, agency, firm or corporation who is the owner of any real or personal property where graffiti exists as defined in 30.4(b) of this chapter, may maintain or allow any graffiti to remain upon the property for a period of more than ten (10) days.

(2) **Abatement Notification.** Upon notification, the Zoning Administrator shall, within five (5) days of receiving said notification, serve any property owner whose property has been affected by the application of graffiti, a written Notice to Abate requiring the property owner to remove, restore, clean up or repair the property within ten (10) days of the date of the Notice.

(3) **Content of Notice to Abate.** The Notice shall identify the property affected, shall generally describe the location of the graffiti and direct that the graffiti be removed within ten (10) days of receipt of the Notice to Abate. The Notice shall also include that if the owner fails to remove graffiti within the time specified in the Notice, the owner may be subject to a forfeiture as provided in subsection (f).

(4) The Notice may be served personally by the Zoning Administrator, their authorized representative, or by registered, certified or regular mail, and service upon any one of joint or in-common owners shall constitute valid service upon all property owners.

(f) **Penalty.**

(1) Any person, entity, agency, firm or corporation who violates this subsection (e) shall be subject to a forfeiture of not less than \$100, nor more than \$500, together with the cost of prosecution.

(2) A violation of this section exists on the date that the citation is issued and continues to exist until remedied. Each day in which a violation continues shall be determined a separate and distinct offense.

(3) Payment of a monetary forfeiture does not relieve the owner or operator of the property of the duty to abate the graffiti nuisance.

(4) If, after thirty (30) days upon receipt of Notice to Abate, the property owner or operator fails to comply with the terms of the Notice, in addition to the penalties set forth under this subsection, the Village may cause the removal, restoration, clean up or repair of such property affected by the graffiti. Pursuant to Wisconsin Statutes Section 66.60(16), the Village may impose a special charge for services reflecting the actual costs of graffiti removal against the property.

Sec. 30.5 Fireworks.

(a) **Applicability.** This section of Chapter 30 shall apply to all persons or entities selling or using fireworks within the incorporated municipal limits of the Village of Sister Bay. The Municipal Village

Nuisances

Departments and their officers, while fulfilling their municipal responsibilities, shall be exempt from this ordinance.

- (b) Definitions. Under Wis. Stats. §167.10 "fireworks" shall mean anything manufactured, processed or packaged for exploding, emitting sparks, or combustion, which does not have another common use. For the purposes of this Chapter, the definition of fireworks shall also include 49 CFR 173.50 explosives labeled as 1.4g consumer fireworks, and 1.3g professional grade fireworks, with the exception of (13) and (14) below. The definition of fireworks does not include any of the following:

- 1) Fuel or a lubricant;
- 2) A firearm cartridge or shotgun shell;
- 3) A flare used or possessed or sold for use as a signal in an emergency or in the operation of aircraft, watercraft or motor vehicle;
- 4) A match, cigarette lighter, stove, furnace, candle, lantern or space heater;
- 5) A cap containing not more than one-quarter grain of explosive mixture, if the cap is used or possessed or sold for use in a device which prevents direct bodily contact with a cap when it is in place for an explosion;
- 6) A toy snake which contains no mercury;
- 7) A model rocket engine;
- 8) Tobacco and tobacco product;
- 9) A sparkler on a wire or wood stick not exceeding 36 inches in length that is designed to produce audible or visible effects;
- 10) A device designed to spray out paper confetti or streamers and which contains less than one-quarter grain of explosive mixture;
- 11) A fuse-less device that is designed to produce audible or visible effects and that contains less than one-quarter grain of explosive mixture;
- 12) A device that is designed primarily to burn pyrotechnic smoke-producing mixtures, at a controlled rate, and that produces audible or visible effects;
- 13) A cylindrical fountain that consists of one or more tubes and that is classified by the federal department of transportation as a Division 1.4 explosive, as defined in 49 CFR 173.50;
- 14) A cone fountain that is classified by the federal department of transportation as a Division 1.4 explosive, as defined in 49 CFR 173.50.

- (c) Sales and Use.

- 1) Sales. No person shall sell fireworks to another individual, business or government body except as provided in Wis. Stats. §167.10, as it may be renumbered or amended, and other applicable law.
- 2) Use.
 - a) The Village of Sister Bay prohibits any person from allowing or permitting fireworks to be stored, sold, or used or exploded on their premise or premises under their control except as authorized by Wis. Stats. §167.10 or a Village of Sister Bay Fireworks Permit;
 - b) No fireworks shall be stored or exploded or displayed within 70 feet per inch of shell of any gasoline pump, filling station or bulk station, or any building which gasoline or volatile liquid is sold in quantities in excess of one gallon;
 - c) Fireworks shall only be used on July 4 between the hours of 8:00 PM to 10:00 PM; on December 31 from 8:00 PM to 12:30 AM on January 1; or upon special request to the Village Parks, Property & Streets Committee.

- (d) Permits.

- 1) No person may possess or use fireworks in the Village prior to securing a Fireworks Permit from the Village of Sister Bay Village Clerk or Deputy Clerk. A permit may be issued to one of the following, and, the party shall only be permitted a maximum of two events per year:
 - a. A public authority;
 - b. A Park Committee;
 - c. The Sister Bay Advancement Association;
 - d. An agricultural producer for the protection of crops from predatory birds or animals.

Nuisances

- 2) Permits must be secured at least ten (10) days prior to the day of the event; allow two weeks for processing a permit request.
- 3) The permit application must contain the following information: *The name, local address and email address of the permit holder; *The date, time and location of where the fireworks will be used; *The type and quantity of fireworks to be used; *Security measures in place to control unexpected explosion or fire; *Copy of the Pyrotechnician's license or display operator certificate from a recognized Pyrotechnic training organization; *Other special conditions prescribed by ordinance or permit.
- 4) The Village may require an indemnity bond with good and sufficient sureties or policy of liability insurance for the payment of all claims that may arise by reason of injuries to person or property from the handling use or discharge of fireworks under the permit. The bond or policy shall be taken in the name of the Village and any person injured may thereby bring an action on the bond or policy in the person's own name to recover the damage the person has sustained, but the aggregate liability of the surety or insurer to all persons shall not exceed the amount of the bond or policy.
- 5) Permits shall be void should weather conditions become unfavorable; in such instance permits cannot be transferred to a different party, location, date or time, excluding Village events.
- 6) Fireworks permits shall not be issued to a minor.
- 7) A copy of all permits shall be delivered to the local fire chief and Door County Sheriff's Office upon issuance. All reasonable efforts shall be made to notify the public of the permit issuance, such as posting on the Village website.
- 8) The non-refundable fee for a permit shall be \$200, or per adopted Board Resolution, whichever is greater, payable in advance. Such fee shall cover Village expenses to process the application, notify the adjacent neighbors within 300' of the perimeter of the property for which a permit is sought, and notify the fire chief and law enforcement that a permit has been issued and the date, time and location of the fireworks display.

Sec. 30.6 - 30.9 Reserved.

Sec. 30.10 Air Pollution.

No person shall cause, permit, or allow the escape from any smokestack, chimney or open fire within the Village or within one mile there from into the open air of such quantities of smoke, ash, dust, soot, cinders, acid or other fumes, dirt or other material or noxious gases in such place or manner as to cause injury, detriment or nuisance to any person or to the public, or to endanger the health or safety of any such person or the public, or in such manner as to cause injury or damage to business or property, and such is declared to be a public nuisance and prohibited.

Sec 30.11 Loud Noises Prohibited.

(Amended Ordinance 153-060909)

- (a) It shall be unlawful for any person in the Village to engage in unreasonably loud and raucous yelling, screaming, shouting, whistling or singing between the hours of 10:00 p.m. and 7:00 a.m. A noise shall be presumed to be unreasonably loud and raucous if:
 - (1) it is plainly audible within a single-family or two-family residence, which is not the building, structure or property from which the sound originates,
 - (2) or from a distance of fifty (50) feet in the case of noise originating on public property or a public right-of-way,
 - (3) or from a distance of fifty (50) feet in the case of noise originating inside multifamily residential buildings of three (3) units or more.
- (b) It shall be unlawful for any person to make any of the below-listed noises that are unreasonably loud and raucous:
 - (1) The sounding of any horn or noise emitting device on any automobile, motorcycle, bus or other vehicle at continuous and frequent intervals.
 - (2) Unless permitted elsewhere in the Municipal Code, the playing of any radio, stereo, musical instrument or other device used for amplifying, producing or reproducing sound with such volume as to be unreasonable between the hours of 10:00 p.m. and 7:00 a.m. Said noise shall not exceed 75 decibels, as measured as an average throughout a period of 30 seconds. [Ord 311-122022]

STAFF REPORT

Binocular Order

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

At the last meeting we discussed the Waterfront Park stand binoculars, and committee member Lazkiewicz indicated he had information on other brands we should be looking at. I contacted Mike and he provided the names of three companies. I researched the products and offer the attached photos and summaries, and, a spec sheet comparing the products.

We should make a decision on this very soon in that we need to order the concrete and get on the schedule so the concrete can be poured when we pour the concrete for the historic signage. That also allows us to have the mason install the historic sign supports when he builds the gazebo counter and bench.

The Finance Committee has authorized the use of Municipal Reimbursement Funds for this project.

Oberwerk (oberwerk.com)

Ohio company. Does not have the 'old school' looking viewers we originally discussed. Offer a 'binocular telescope'. Prices range from around \$1000 - \$6300, depending on style. Not the type of equipment we would leave outside so not included in chart on last page of addendum.

**SeeCoast** (seecoast.com)

Alabama company. A more modern viewer. Aluminum. Dual base options for both stand up and ADA. (Considerations: Will this match the historic sign/museum/stone work adjacent to the binocular? Is material and weight vandalism proof?)



Viewer Specs

Height: 58" (147.320 cm)

Weight: 55 Lbs. (24.947 kg)

Castings: 356 Alum. Alloy

Column: 2 ½" Diameter

Standard Base: 9 inch diameter (25.400 cm diameter)

Binocular Width: 12 Inches (30.480 cm)

Binocular Length: 18 Inches (45.720 cm)

Housing Movement: 360° Rotation, 50° Up and 45° Down

Power: 10X40

Field of View: 366' at 1,000 Yards (111.862 meters at 914.400 meters)

[Get a Quote](#)



Viewer Specs

Height: 60 inches (1.524 meters)

Weight: 95 Lbs. (43.091 kg)

Castings: 356 Alum. Alloy

Column: 4 ½" Diameter Alum. Stanchion (11.430 cm diameter)

Standard Base: 30 inch diameter (76.200 cm diameter)

Binocular Width: 12 Inches (30.480 cm)

Binocular Length: 22 Inches (55.880 cm)

Housing Movement: 360° Rotation, 40° Up and 40° Down

Power: 10X

Field of View: 366' at 1,000 Yards (111.557 meters at 914.400 meters)

Coin Chute: 25¢ Standard U.S. Coins (foreign coinage available)

Timing Mechanism: 90 – 120 seconds

Base Options:



Vellardi (vellardi.com)

‘Luxury’ binoculars. Made in Italy, near Venice. Stainless steel. Stand up and ADA. Below is the Lux and Cielo Edition. Specs on next addendum are based on the Cielo model in that it is their lowest cost model, prices are for both Lux and Cielo.

Vellardi Public Binoculars and Telescopes



Tower Optical Co., Inc (toweropticalco.com)

This is the one we previously considered. Made in Connecticut. (Considerations: Will this match the historic sign/museum/stone work adjacent to the binocular? Is material and weight vandalism proof?)



10×42 manual-focus binocular with fully multi-coated lenses and high quality BaK-4 prisms. The image appears 10 times closer than seen with the unaided human eye. A wide field of view (318 feet @ 1,000 yards) allows you to easily locate an object for up-close viewing. We have found that this binocular is most convenient for the general public to use. It produces a sharp, stable, well-defined image and allows the user to manually adjust the focus to meet individual needs.

	Mark I	Mark II	Lux Cielo	Tower Optical
Magnification	10 x 40	10 x ?	8 x	10 x 42
Field of View at 1000 yards	366'	366'	354'	318'
Housing Movement	360°/50° up/45° down	360°/40° up/40° down	360°/30°	360°/45° up/22° down
Material	Alum alloy	Allum alloy	Alum alloy and stainless steel	Chrome/brass/cast iron
Weight	55 lbs.	95 lbs. (approx.)	66 lbs.	300 lbs.
Height	58"	60"	64"	63"
Cost			Lux \$9981 + Cielo \$8758 + \$2034 duties and fee + \$1788 shipping (per viewer)	\$9500 + \$500-800, dependent on location (per viewer)

STAFF REPORT

Historic Signage

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

Terry Wolf from the Historical Society and I met with the designer for the historic sign. The proposed design for the support structure is attached. The design allows for ADA access to the sign, with the base of the sign frame being 32" from the ground. She has recommended the sign be limited to 6' of width. Once approved, she can work with the Historical Society on the sign design, and staff can arrange for concrete and the stone supports to be installed.

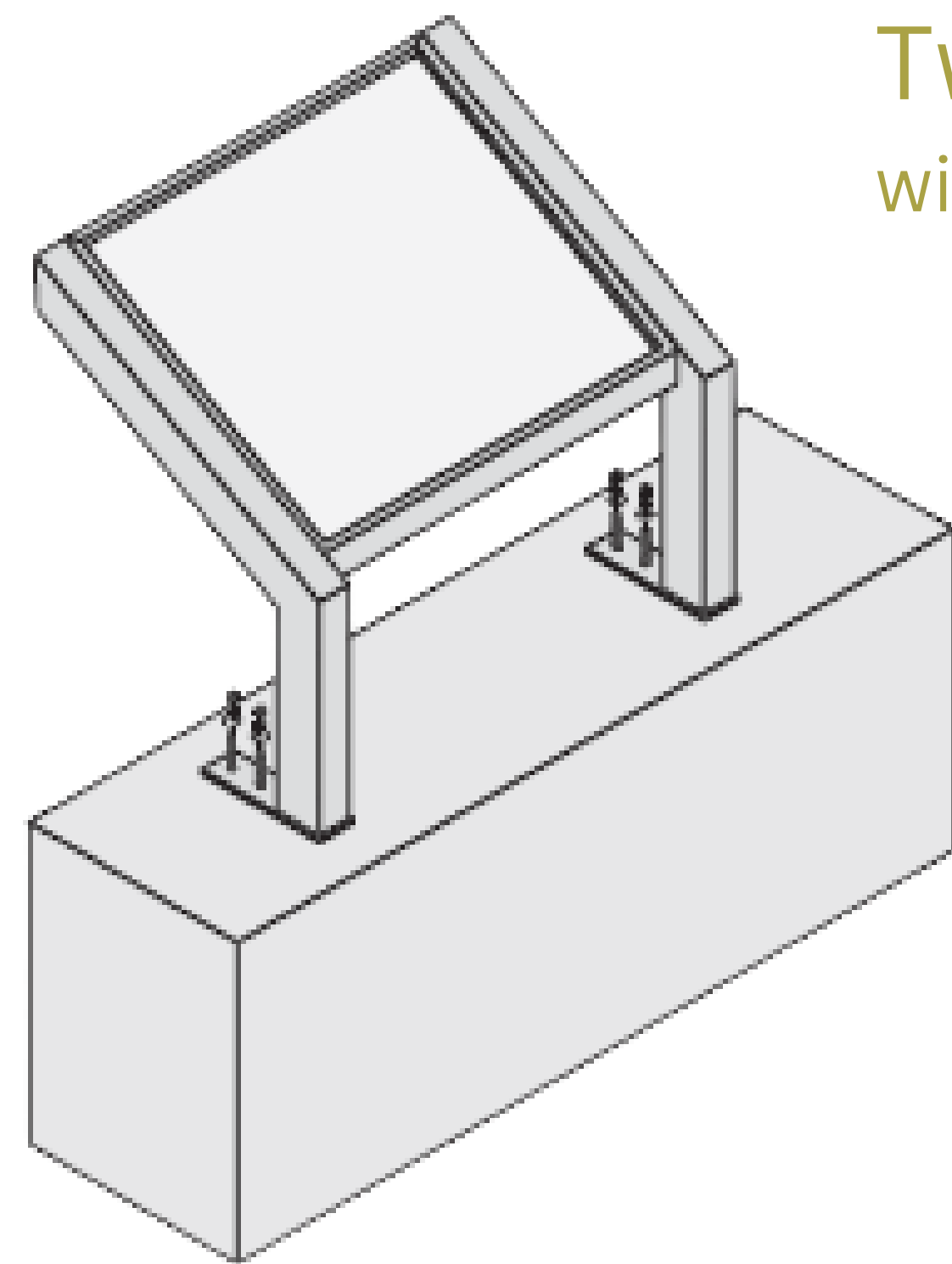
Phase One

VILLAGE OF SISTER BAY

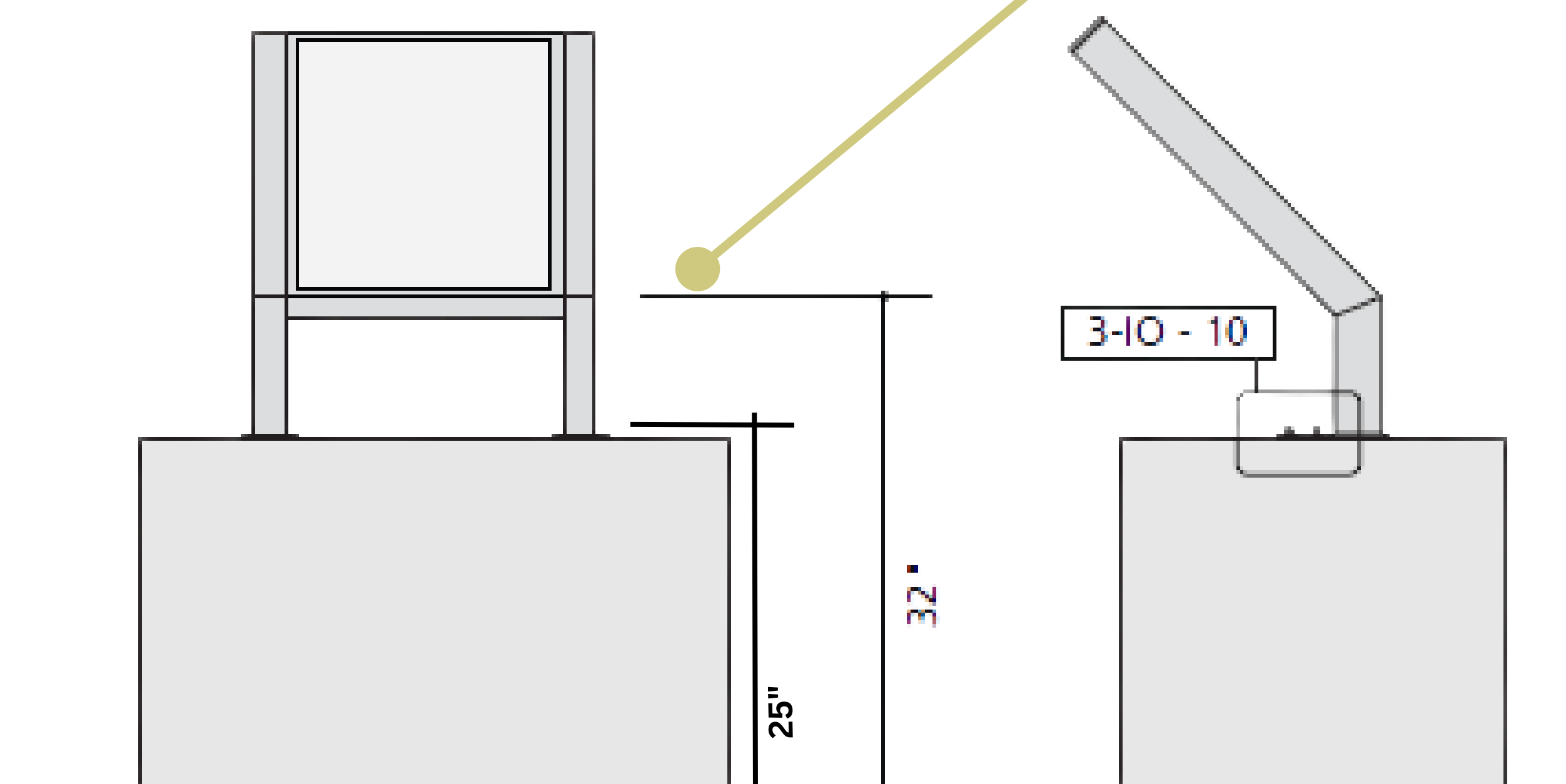
History of the Village Wayside Exhibit

Panel Dimensions 6'L x 2'W

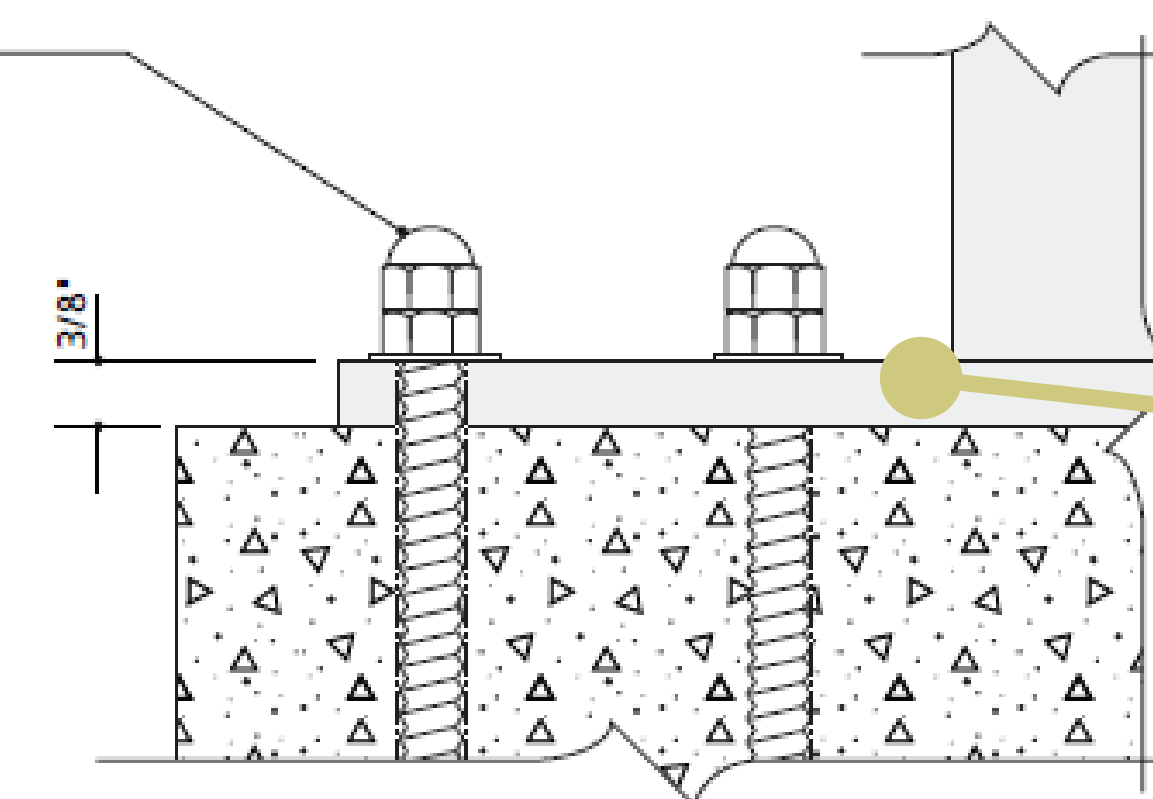
Two Stone Pedestals 25"h each
with flat stone surface for mounting base legs



Ground to bottom of
frame must be 30-32"
to be ADA compliant



3/8" -16 x 14"
Stainless Steel
J-Bolt with
Matching Nuts
and Washers



Phase One
VILLAGE OF SISTER BAY
History of the Village Wayside Exhibit



STAFF REPORT

Robo Mowers

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

The committee requested Erik obtain additional bids on the robo mowers discussed at the last meeting. The bids are attached.

		
Husqvarna 440 IQ/ 2.0-acres per day	Mammotion Luba 2 Awd (s Version) 2.5-acres	Yarbo Autonomous Mower 1.7 acres
Price per unit: \$4,299.99	Price per unit: \$4,499.00	Price per unit: \$4,499.00
Discounted price from Robo Mower (Sister Bay) 20% off per unit \$3,440.00	Discounted pricing can range from \$5.00 to a maximum of \$50.00 per unit depending on how many units are purchased.	Yardbot (West Bend WI) a dealer of Yarbo would discount \$75 off per unit if multiple units were purchased
Installation cost per unit: \$1620.00	Installation cost per unit: Mammotion doesn't offer installation	Installation cost per unit: Yardbot will travel to set up a mower. Cost is based on mileage traveled and how many units are purchased
Warranty: 2-year Mower/Charging Station/RTK Station period offered by Husqvarna, and a 45- day full return offered by Robo Mower	Warranty: Mower/Charging Station/RTK Station: 3 years. 30-day return policy.	Warranty: 2-year Mower/Charging Station/RTK Station period offered by Yarbo, a 30-day return policy, and a 45-day replacement program.

Cutting deck: 9.4 in	Cutting deck:15.7	Cutting deck:20in
Mowing area per charge: .26 acre (11,325,424 square ft)	Mowing area per charge: .37 acre (16,000 square ft)	Mowing area per charge: .25 acre (10,890 square ft)
Charge Time: 40 min	Charge Time:150 min	Charge Time:90 min
Mowing sound level: 60db	Mowing sound level:60	Mowing sound level:60db
Mowing heights 1.0in / 4.0 in	Mowing heights 1 in / 2.7in (S version). 2.2in / 4.0 in (H version)	Mowing heights 1.0in / 4.0 in
Pros: This model was used in Marina Park demo.	Pro: Number one seller on Amazon.	Pro: Can be fitted with multiple attachments

		
Husqvarna 550 EPOS/ 2.5 acre	Husqvarna 440 IQ 2.0 acre per day	Segway x390 Navimow /2.5 acre per day
Price per unit: \$4999.99	Price per unit: \$4,299.99	Price per unit: \$4999.99
Discounted price from Homesteader's store (Madison WI) 20% off per unit \$4,000.00	Discounted price from Homesteader's Store (Madison WI) 20% per unit \$3,440.00	Discounted price from Homesteader's store (Madison WI) 20% off per unit \$4,000.00
Installation cost per unit: \$500.00	Installation cost per unit: \$500.00	Installation cost per unit: \$500.00
Warranty: 2-year Mower/Charging Station/RTK Station period offered by Husqvarna, or 30-day full return offered by Homesteader's		3-year limited warranty for the product, 2-year battery pack and power adapter, or 30-day full return offered by Homesteader's
Cutting deck: 9.45 in		Cutting deck: 9.33 in
Mowing area per charge: .26 acre (11,325 square ft)		No information found
Charge Time: 60 min		Charge Time:100min
Mowing sound level: 65db		Mowing sound level:60db
Mowing heights .8 in / 2.4in		Mowing heights 2.0in / 4.0in
Pro: Top of the line commercial model		Pro: is the top competitor brand to Husqvarna,



PARKS & STREETS DIRECTOR'S REPORT

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Re: Monthly Report

Author: Erik Linczmaier, Director

1. We are excited to move into the new Parks Maintenance Facility soon and albeit a busy time, are eager to move everything into one building. Thank you for all your support in ensuring staff has a functional, energy-efficient space all under one roof. Avoiding daily downtown traffic will greatly help us in the delivery of our services.
2. Staff completed the committee's request to power wash the old gazebo concrete floor to better match the new addition.
3. Staff completed the committee's request to remove the brown stain finish on the raised flower beds located at the marina.
4. Staff completed the committee's request to have the gravel clean up and grass planted in front of the electric box located near the village hall.
5. Update on the swim dock: Pier and Waterfront have reinstalled the piece of sheet steel that broke away. On July 3rd the DNR provided me with the permit to place riprap along the northeast side of the swimming pier.
6. Chiapas Roofing and Gutters has repaired the damage to the Post office.

ADMINISTRATORS REPORT

Date: August 4, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

Triangle

Robert E Lee has informed me they still plan on having a draft engineering plan by the end of August. We are working on a date for a public input meeting too, ideally while the seasonal owners are still here. This means we may need a late August meeting.

Beach Warning Sign

I received the following update from the county (see attached).

From: [Kazmierczak, Timothy](#)
 Cc: [Kazmierczak, Timothy](#)
 Subject: Beach Safety Signage Update - A Major Step Forward!
 Date: Monday, July 7, 2025 4:38:44 PM

Hi Everyone,

We have some great news to share: four out of five electronic beach safety signs slated for install in 2025 are now online! Three are located at Whitefish Dunes State Park, and the fourth is fully operational at Nicolet Beach in Peninsula State Park. The final sign, designated for Sister Bay, is awaiting shipment and will be up and running soon. Altogether, this brings us to a total of 10 electronic beach signs across Door County!

Thanks to strong collaboration and hard work, we now have DNR-approved, standardized messaging, building on the successful pilot project from 2023. Notably, the signs at Whitefish Dunes are also capable of displaying rip current status alerts, a vital feature for visitor safety that culminated from the pilot project and Sarah Gehrke pushing for this concept.

A big shoutout to Jake Soter, UW Oshkosh, the DNR team, the County of Door, and Destination Door County for their dedication and partnership in making this happen.

These signs are already making an impact by enhancing safety through real-time alerts and fostering greater public awareness. I've personally heard from multiple visitors, including families with young children, who are now proactively checking beach conditions before heading out which is something they had not considered before.

This is a significant step forward for public safety and education at our beaches. Thank you again to everyone who helped bring this initiative to life.

Sincerely,

Tim

Tim Kazmierczak
 Door County Parks Manager
 421 Nebraska Street
 Sturgeon Bay, Wisconsin 54235
 (920) 746-7132



Here is an image of Levi from Peninsula State Park unloading the sign for Nicolet Beach last week.

